

12/11/00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

12-28-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101563879

12-11-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year 10012000
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
10012000

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

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Corporation  Association

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01 FC:481  
02 FC:482

40.00 OP  
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK

REEL: 002201 FRAME: 0598

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

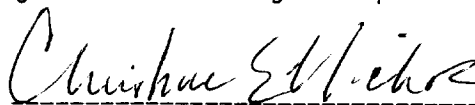
Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine E. Nicholas



October 1, 2000

Name of Person Signing

Signature

Date Signed

**SCHEDULE A**  
**TO**  
**TRADEMARK ASSIGNMENT**  
**BY AND BETWEEN**  
**LANGE-STEMMANN COMPANY**  
**AND**  
**J. R. SIMPLOT COMPANY**

	<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
1.	Melt Man	1,365,100	October 15, 1985
2.	Most	1,510,578	November 1, 1988
3.	Club Green	1,798,987	October 19, 1993
4.	Misc. Design (Professional Logo)	1,862,165	November 15, 1994
5.	Club Green	1,866,530	December 6, 1994
6.	Enhance	1,933,642	November 7, 1995
7.	Club Green	2,012,566	October 29, 1996
8.	Misc. Design (Melt Man)	2,116,251	November 25, 1997
9.	Misc. Design (Club Green Golf Course)	2,116,271	November 25, 1997
10.	Misc. Design (Enhance House)	2,123,561	December 23, 1997
11.	Melt Man Plus and Design	2,127,063	January 6, 1998
12.	Most and Design	2,127,068	January 6, 1998

414770v1  
8/31/00 Final

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: LANGE-STEGMANN COMPANY

ASSIGNEE: J. R. SIMPLOT COMPANY

**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, is made and entered into as of the 1<sup>st</sup> day of October, 2000, by and between LANGE-STEGMANN COMPANY, a Missouri corporation with its principal office at 1 Angelica Street, St. Louis, Missouri 63147 ("Assignor"), and J. R. SIMPLOT COMPANY, a Nevada corporation with its principal office at 999 Main Street, Suite 1300, Boise, Idaho 83702 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor is a party to an Asset Purchase Agreement dated as of August 31, 2000, pursuant to which Assignor agreed to sell to Assignee substantially all of the assets of Assignor used in Assignor's business of supplying products to distributors in the professional turf market, including but not limited to registered trademarks and related goodwill;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks (collectively, the "Trademarks") and the respective United States registrations issued thereon (collectively, the "Registrations") as set forth on Schedule A attached hereto and by reference incorporated herein;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the Registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the Registrations for the United States and throughout the world, together with all of the goodwill of the business in connection with which the Trademarks are used and which is symbolized by said Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office against the files of the Trademarks and the Registrations herein described.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

LANGE-STEGMANN COMPANY

By: 

Name: Michael D. Stegmann

Title: Vice-President

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8/31/00 Final

RECORDED: 12/11/2000

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